

PSJ3

Exhibit 338

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (“Agreement”) is made and entered into by and between (i) the United States, acting through the United States Attorney’s Office for the Eastern District of California, on behalf of the Drug Enforcement Administration (“DEA”) (collectively, the “United States”); and (ii) CVS Pharmacy, Inc. and all of its subsidiaries and affiliates that operate CVS Pharmacy retail stores in the Eastern District of California (collectively “CVS”).

The United States and CVS are collectively referred to herein as “the Parties,” and each is individually referred to as a “Party.”

II. RECITALS

A. CVS Pharmacy, Inc. is a Rhode Island corporation with its corporate headquarters in Woonsocket, Rhode Island. CVS operates CVS Pharmacy retail stores in the Eastern District of California that dispense prescription drugs, including controlled substances, to retail consumers.

B. Each CVS Pharmacy retail store in the Eastern District of California is separately registered with DEA and is assigned a unique DEA registration number that authorizes it to dispense controlled substances pursuant to the provisions of the Controlled Substances Act, 21 U.S.C. §§ 801 *et seq.* and its implementing regulations, 21 C.F.R. §§ 1300 *et seq.* (the “Act” or the “CSA”). The CVS Pharmacy retail stores located in the Eastern District of California will be referred to collectively hereinafter as “EDCA CVS Pharmacy Retail Stores.”

C. CVS acknowledges that all of its DEA-registered EDCA CVS Pharmacy Retail Stores were and are required to comply with the CSA and the regulations promulgated thereunder.

D. The DEA is the Department of Justice component agency primarily responsible for enforcing the Act and is vested with the responsibility of investigating violations of the Act.

E. The United States Attorney General, through the United States Attorney's Office, has primary authority to bring civil actions to enforce the Act. See 21 U.S.C. § 871 and 28 C.F.R. § 0.55(c).

F. The United States contends that in early 2012, DEA's Sacramento Field Division noticed an increased number of thefts and unexplained losses of Hydrocodone, a Schedule 3 controlled substance at the time, reported by numerous EDCA CVS Pharmacy Retail Stores. The United States further contends that, beginning in May 2012, the DEA and U.S. Attorney's Office for the Eastern District of California conducted an investigation with respect to EDCA CVS Pharmacy Retail Stores and their compliance with the CSA, specifically investigating the recordkeeping, reporting, procedures to guard against theft and diversion, and certain dispensing practices of EDCA CVS Pharmacy Retail Stores which could give rise to a civil penalty and/or administrative action against CVS under the CSA.

G. The United States contends that, on or before the Effective Date of this Agreement, CVS violated 21 U.S.C. § 842 at the EDCA CVS Pharmacy Retail Stores, including by violating the following regulations:

- 21 CFR § 1304.04(a) (CVS failed to maintain Schedule 3-5 invoices);
- 21 CFR § 1304.04(h)(3) (CVS failed to maintain Schedule 3-5 records separate from non-controlled substance records);
- 21 CFR § 1304.11(c) (CVS failed to conduct a Biennial Inventory on one specific day);
- 21 CFR § 1304.21(a) (CVS failed to maintain complete and accurate records);

- 21 CFR §§ 1304.22(c), 1304.22(a)(2)(iv) (CVS failed to record the date of acquisition of controlled substances);
- 21 CFR § 1304.22(c) (CVS failed to record the amount received on Schedule 3-5 invoices);
- 21 CFR § 1305.13(e) (CVS failed to record the amount received and the date received on DEA 222 forms);
- 21 CFR § 1305.17(a) (CVS failed to maintain DEA-222 forms); and
- 21 CFR § 1305.17(c) (CVS failed to maintain DEA-222 forms separate from other records);

The United States also contends that various EDCA CVS Pharmacy Retail Stores failed to provide effective controls and procedures to guard against theft and diversion of controlled substances (*see* 21 C.F.R. § 1301.71(a)) and failed to notify DEA of certain thefts or significant losses of controlled substances within one business day of the discovery (*see* 21 C.F.R. § 1301.74(c)). The United States' claims and allegations against CVS as set forth above in this Paragraph G shall hereinafter be referred to as the "Covered Conduct."

H. The CSA requires, among other things, that pharmacies create and/or maintain certain records concerning the receipt and dispensing of controlled substances in accordance with the CSA. 21 U.S.C. § 827.

I. At all times relevant, the CSA authorized a civil penalty of up to \$10,000 or \$25,000 per violation of subsections of § 842(a). *See* 21 U.S.C. § 842(c)(1)(A)-(B).

J. CVS acknowledges that, during the period from April 30, 2011 through April 30, 2013, certain EDCA CVS Pharmacy Retail Stores failed to fulfill certain recordkeeping obligations under the CSA in a manner fully consistent with CVS's compliance obligations. Notwithstanding, CVS contends that any such failure to fulfill recordkeeping obligations did not

arise from or cause the diversion of controlled substances and the United States does not contend to the contrary.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

III. TERMS AND CONDITIONS

1. In consideration of the obligations of the Parties set forth in this Settlement Agreement, CVS shall pay to the United States the total sum of five million dollars (\$5,000,000.00) ("Settlement Amount") within fourteen (14) days after the Effective Date of this Agreement, as defined in Paragraph 21 below. Payment shall be made by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of California. If the payment is not timely received, CVS shall also pay the United States interest on the Settlement Amount at a rate of 10% per annum compounded daily from October 1, 2016 through the date full payment is received.

2. Subject to the exceptions in Paragraph 3 below (concerning excluded claims), and conditioned upon CVS's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) hereby fully and finally releases CVS and its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, from any civil or administrative monetary claims the United States has for the Covered Conduct, which includes filing any action for civil penalties under 21 U.S.C. § 842(a) based on, arising from, or related to the Covered Conduct. The EDCA CVS Pharmacy Retail Stores covered by this Agreement are specified in Attachment A.

3. Notwithstanding any term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any civil, criminal, or administrative liability arising under Title 26, United States Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based on obligations created by this Agreement; and
- f. Any liability of individuals.

4. CVS waives and shall not assert any defenses CVS may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

5. CVS fully and finally releases the United States, its agencies, officers, attorneys, employees, servants, and agents, from any claims (including attorneys' fees, costs and expenses of every kind and however denominated) that CVS has asserted, could have asserted, or may assert against the United States, its agencies, officers, attorneys, employees, servants, and agents

related to the investigation, litigation and settlement of its claims related to the Covered Conduct. CVS understands and acknowledges, however, that if the facts and/or potential claims with respect to liability or damages regarding the matters released herein are found hereafter to be different from facts now believed to be true or claims now believed to be available ("Unknown Claims"), CVS expressly accepts and assumes the risks of such possible difference in facts and/or potential claims and agrees that this Agreement shall remain effective notwithstanding any such differences. CVS intends by this Agreement, and the releases contained herein, to release fully, finally and forever all Unknown Claims that arise out of or relate to the matters released herein. CVS expressly waives all rights it may have by virtue of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6. CVS represents that it already has taken the following actions at the EDCA CVS Pharmacy Retail Stores to improve efforts to properly recordkeep and to detect and prevent diversion of controlled substances:

- a. Training on CSA compliance for its pharmacy staff in the EDCA CVS Pharmacy Retail Stores on an at least an annual basis;
- b. Corporate monitoring and intervention programs that assist in identifying and preventing the diversion of controlled substances in the EDCA CVS Pharmacy Retail Stores;
- c. Loss prevention oversight of the EDCA CVS Pharmacy Retail Stores through the corporate loss prevention program, which includes:

- i. Tracking Schedule 2 controlled substances through CVS's electronic perpetual inventory system;
- ii. Monitoring controlled substances to identify circumstances that require further investigation by CVS;
- d. The exclusion of controlled substances prescriptions from the prescription volume metric that can impact the compensation of certain pharmacy staff at EDCA CVS Pharmacy Retail Stores.

CVS understands that ongoing, new or continued violations of the Act would result in further enforcement actions and that nothing in this Agreement prevents the United States from taking further actions for violations not released herein.

7. With respect to the Covered Conduct, CVS agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement, and upon reasonable notice, CVS shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. CVS further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged, non-attorney work-product documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

8. Except as otherwise stated herein, each Party to this Agreement shall bear its own costs, attorneys' fees, and other expenses incurred in any manner in connection with the

investigation, litigation, and resolution of this matter, including the preparation and performance of this Agreement.

9. CVS agrees that any and all costs it has or will incur in connection with this matter, including payment of the Settlement Amount, attorneys' fees, costs of investigation, negotiation, and any remedial actions taken before or following the Effective Date of this Agreement, shall be unallowable costs for government contract accounting and for Medicare, Medicaid, TRICARE, and FEHBP reimbursement purposes.

10. This Agreement binds and is intended to benefit only the Parties. The Parties do not release any claims against any other person or entity not expressly released by this Agreement. This Agreement is specifically limited to the Office of the United States Attorney for the Eastern District of California and cannot bind other federal, state, or local authorities and jurisdictions.

11. This Agreement inures to the benefit of and is binding on each Party and its respective successors, transferees, heirs, and assigns.

12. Each Party warrants that it has been represented by, and has sought and obtained the advice of, independent legal counsel with regard to the nature, purpose, and effect of this Agreement. The Agreement was negotiated by the Parties and their respective counsel, each of whom had the opportunity to participate in the drafting thereof. The Parties hereby declare that the terms of this Agreement have been completely read, fully understood, and voluntarily accepted following opportunity for review by legal counsel of their choice.

13. Each of the Parties warrants and represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. Each of the Parties further warrants and represents that no other Party or its representative has made any promise,

representation or warranty, express or implied, except as expressly set forth in this Agreement, and that no Party has relied on any inducements, promises, or representations made by any Party to this Agreement, or its representatives, or any other person, except as expressly set forth herein.

14. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the Parties listed below.

15. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement. The words of this Agreement shall not, therefore, be construed against any Party for that reason in any subsequent dispute, but shall be construed so as to effect their fair meaning.

16. The Parties consent to the disclosure of this Agreement, and of information about this Agreement, to the public.

17. This Agreement constitutes the complete agreement between the Parties, and supersedes and replaces any prior negotiations and agreements, whether written or oral, regarding the resolution of the claims between the Parties with respect to the subject matter hereof.

18. This Agreement may not be altered, amended, or modified, except by a writing duly executed by authorized representatives of all Parties.

19. This Agreement may be executed in counterparts, including by facsimile, PDF, or other electronic form of signature, each of which constitutes an original and all of which constitute one and the same Agreement.

20. This Agreement is governed by the laws of the United States. The Parties agree that, should any judicial action be required to enforce or interpret this Agreement, or to resolve

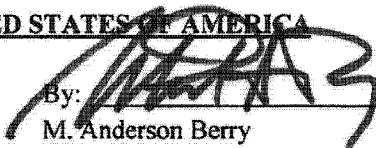
any dispute hereunder, the exclusive jurisdiction and venue for such action shall be in the United States District Court for the Eastern District of California.

21. This Agreement is effective, final, and binding as of the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). The United States agrees to notify CVS within a reasonable time when the final signatory has executed this Agreement.

22. The statements set forth in the preceding Sections of this Agreement are incorporated by reference herein as if set forth in full.

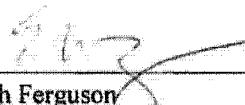
THE UNITED STATES OF AMERICA

Dated: 7/5/2017

By: 
M. Anderson Berry
Assistant U.S. Attorney
Eastern District of California

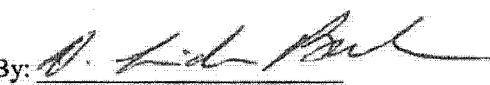
CVS

Dated: 7/5/2017

By: 
Elizabeth Ferguson
Senior Vice President, Deputy General Counsel
CVS Pharmacy, Inc.

Approved as to form and content:

Dated: June 28, 2017

By: 
Linden Barber, Esq.
Quarles & Brady, LLP
Counsel for CVS Pharmacy, Inc.

ATTACHMENT A

**CVS Pharmacy Retail Stores in the Eastern District of California
covered by the Settlement Agreement entered into by and
between the United States and CVS.**

ADDRESS	STORE #	CITY	COUNTY	STATE	ZIP CODE
515 S STATE HIGHWAY 49	9233	Jackson	Amador	CA	95642
1074 Oro Dam Boulevard East	9158	Oroville	Butte County	CA	95965
1120 Forest Avenue	2881	Chico	Butte County	CA	95928
1496 East Avenue	7506	Chico	Butte County	CA	95926
260 Spruce Street	9525	Gridley	Butte County	CA	95948
2780 Esplanade	7128	Chico	Butte County	CA	95973
6800 Skyway Blvd.	9930	Paradise	Butte County	CA	95969
801 East Avenue	9599	Chico	Butte County	CA	95926
850 Oroville Dam Boulevard	9158	Oroville	Butte County	CA	95965
200 Highway 12, Bldg D	9390	Valley Springs	Calaveras County	CA	95252
41 North Main Street	9539	Angels Camp	Calaveras County	CA	95222
1043 Emerald Bay Road	9713	South Lake Tahoe	El Dorado County	CA	96150
3020 Green Valley Road, Suite B	6793	Cameron Park	El Dorado County	CA	95682
3471 Lake Tahoe Boulevard	9376	South Lake Tahoe	El Dorado County	CA	96150
3500 Palmer Drive	3009	Cameron Park	El Dorado County	CA	95682
3964-A Missouri Flat Road	9184	Placerville	El Dorado County	CA	95667
4400 Latrobe Street	3909	El Dorado Hills	El Dorado County	CA	95762
6450 Pony Express Trail	9490	Pollock Pines	El Dorado County	CA	95726
10 Shaw Avenue	9801	Clovis	Fresno County	CA	93612
1065 West Manning Avenue	9377	Reedley	Fresno County	CA	93654
1107 North Willow Avenue	3940	Clovis	Fresno County	CA	93611
111 East Merced Street	9710	Fowler	Fresno County	CA	93625
1113 East Champlain Drive	9391	Fresno	Fresno County	CA	93720
1302 Fulton Mall	9129	Fresno	Fresno County	CA	93721
1325 West Shields Avenue	9537	Fresno	Fresno County	CA	93705
1405 Herndon Avenue	9933	Clovis	Fresno County	CA	93611

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ADDRESS	STORE #	CITY	COUNTY	STATE	ZIP CODE
14967 West Whitesbridge Road	4446	Kerman	Fresno County	CA	93630
1794 Ashlan Avenue	7910	Clovis	Fresno County	CA	93611
2133 Shaw Avenue	3925	Clovis	Fresno County	CA	93611
29412 Auberry Road	9399	Prather	Fresno County	CA	93651
3011 East Shields Avenue	7553	Fresno	Fresno County	CA	93726
333 Academy Avenue	3034	Sanger	Fresno County	CA	93657
4077 West Clinton Avenue	9971	Fresno	Fresno County	CA	93722
4987 North Fresno Street	6772	Fresno	Fresno County	CA	93710
5180 East Kings Canyon Road	5422	Fresno	Fresno County	CA	93727
5995 East Kings Canyon Road	10074	Fresno	Fresno County	CA	93727
634 Shaw Avenue	9801	Clovis	Fresno County	CA	93612
6720 North Fresno Street	10801	Fresno	Fresno County	CA	93720
6750 North Cedar Avenue	9149	Fresno	Fresno County	CA	93710
6800 North Milburn Avenue	9846	Fresno	Fresno County	CA	93722
7096 North West Avenue	9865	Fresno	Fresno County	CA	93711
728 West Shaw Avenue	9994	Fresno	Fresno County	CA	93704
920 Herndon Avenue	9933	Clovis	Fresno County	CA	93612
929 Sierra Street	9983	Kingsburg	Fresno County	CA	93631
869 Newville Road	9188	Orland	Glenn County	CA	95963
11300 Ming Avenue	4221	Bakersfield	Kern County	CA	93301
2690 Mt. Vernon Avenue	9900	Bakersfield	Kern County	CA	93306
3500 Stine Road	9204	Bakersfield	Kern County	CA	93309
4300 California Avenue	9200	Bakersfield	Kern County	CA	93309
4400 Coffee Road	9975	Bakersfield	Kern County	CA	93308
505 #B Bear Mountain Boulevard	10810	Arvin	Kern County	CA	93203
5184 Stockdale Highway	5495	Bakersfield	Kern County	CA	93309
6500 Niles Street	7001	Bakersfield	Kern County	CA	93306
6500 South Union Avenue	2768	Bakersfield	Kern County	CA	93307
6601 Stine Road	10921	Bakersfield	Kern County	CA	93313

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ADDRESS	STORE #	CITY	COUNTY	STATE	ZIP CODE
8200 G Stockdale Highway	9878	Bakersfield	Kern County	CA	93311
8929 Panama Road Suite B	10813	Lamont	Kern County	CA	93203
9628 Rosedale Highway	8913	Bakersfield	Kern County	CA	93311
150 South 11th Avenue	9828	Hanford	Kings County	CA	93230
2539 11th Avenue	9893	Hanford	Kings County	CA	93230
574 West Lacey Boulevard	9828	Hanford	Kings County	CA	93230
1109 Country Club Drive	9159	Madera	Madera County	CA	93637
1400 Howard Road	9986	Madera	Madera County	CA	93637
1456 East Yosemite Avenue	2423	Madera	Madera County	CA	93638
1612 Howard Road	9986	Madera	Madera County	CA	93637
40044 Highway 49, Suite F	9935	Oakhurst	Madera County	CA	93644
1651 Bellevue Road	3117	Atwater	Merced County	CA	95301
1970 Yosemite Parkway	7206	Merced	Merced County	CA	95341
300 Merced Mall	9623	Merced	Merced County	CA	95340
474 Winton Parkway	10360	Livingston	Merced County	CA	95334
10045 Combie Road	3947	Auburn	Nevada County	CA	95602
1005 Sutton Way	9155	Grass Valley	Nevada County	CA	95945
11411 Deerfield Drive	9174	Truckee	Nevada County	CA	96161
1030 Pleasant Grove Bv.	3862	Roseville	Placer County	CA	95678
1771 Pleasant Grove Blvd.	5091	Roseville	Placer County	CA	95747
2140 Grass Valley Highway	9914	Auburn	Placer County	CA	95603
3251 Stanford Ranch Road	9546	Rocklin	Placer County	CA	95765
388 Elm Street	9150	Auburn	Placer County	CA	95603
4785 Granite Drive	2661	Rocklin	Placer County	CA	95677
5090 Foothills Boulevard	9958	Roseville	Placer County	CA	95747
63 Lincoln Boulevard	9535	Lincoln	Placer County	CA	95648
8455 Auburn-Folsom Road	9526	Granite Bay	Placer County	CA	95746
850 North Lake Boulevard, Unit 14	9976	Tahoe City	Placer County	CA	96145
9280 Sierra College Boulevard	9993	Roseville	Placer County	CA	95661

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ADDRESS	STORE #	CITY	COUNTY	STATE	ZIP CODE
950 North Lake Boulevard, Suite 100	9976	Tahoe City	Placer County	CA	96145
1005 East Bidwell Street	9923	Folsom	Sacramento County	CA	95630
1063 C Street	3022	Galt	Sacramento County	CA	95632
1350 Florin Road	9823	Sacramento	Sacramento County	CA	95831
1587 West El Camino Avenue	2290	Sacramento	Sacramento County	CA	95833
1701 K Street	3945	Sacramento	Sacramento County	CA	95811
2050 Club Center Drive	4151	Sacramento	Sacramento County	CA	95835
2085 Fair Oaks Boulevard Bldg 2	9322	Sacramento	Sacramento County	CA	95825
2636 Marconi Avenue	5225	Sacramento	Sacramento County	CA	95821
2790 East Bidwell Street	3950	Folsom	Sacramento County	CA	95630
3301 Zinfandel Drive	4950	Rancho Cordova	Sacramento County	CA	95670
3338 Arden Way	9992	Sacramento	Sacramento County	CA	95825
3710 Franklin Boulevard	7136	Sacramento	Sacramento County	CA	95820
400 Howe Avenue	9322	Sacramento	Sacramento County	CA	95825
4959 Marconi Avenue	9809	Carmichael	Sacramento County	CA	95608
5039 Folsom Boulevard	3943	Sacramento	Sacramento County	CA	95819
5040 Laguna Boulevard	1825	Elk Grove	Sacramento County	CA	95758
5333 Elkhorn Boulevard	9826	Sacramento	Sacramento County	CA	95842
5420 Dewey Drive	9199	Fair Oaks	Sacramento County	CA	95628
6401 Mack Road	10005	Sacramento	Sacramento County	CA	95823
7465 Rush River Drive, Suite 500	9972	Sacramento	Sacramento County	CA	95831
8101 Greenback Lane	9814	Fair Oaks	Sacramento County	CA	95627
8351 Elk Grove-Florin Road	3066	Sacramento	Sacramento County	CA	95829
8400 Bradshaw Road	0182	Elk Grove	Sacramento County	CA	95624
8585 Elk Grove Blvd	2124	Elk Grove	Sacramento County	CA	95624
8861 Greenback Lane	9487	Orangevale	Sacramento County	CA	95662
9285 Elk Grove Boulevard	9132	Elk Grove	Sacramento County	CA	95624
9479 Madison Avenue	9980	Folsom	Sacramento County	CA	95630
100 W. Lodi Avenue	9261	Lodi	San Joaquin County	CA	95240
1000 West Kettleman Lane	9243	Lodi	San Joaquin County	CA	95240
1175 West Lathrop Road	5403	Manteca	San Joaquin County	CA	95336

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ADDRESS	STORE #	CITY	COUNTY	STATE	ZIP CODE
1190 North Main Street	9866	Manteca	San Joaquin County	CA	95336
1201 West Main, Building 14	9949	Ripon	San Joaquin County	CA	95366
1885 West 11th Street	3908	Tracy	San Joaquin County	CA	95376
2605 West March Lane	9147	Stockton	San Joaquin County	CA	95207
3320 Tracy Boulevard	9855	Tracy	San Joaquin County	CA	95376
5070 West Lane	9916	Stockton	San Joaquin County	CA	95210
6632 Pacific Avenue	9830	Stockton	San Joaquin County	CA	95207
1060 East Cypress Avenue	3911	Redding	Shasta County	CA	96002
3375 Placer Street	9979	Redding	Shasta County	CA	96001
1057 North First Street	9950	Dixon	Solano County	CA	95620
1193 Admiral Callaghan Lane	9927	Vallejo	Solano County	CA	94589
149 Plaza Road	8977/9927	Vallejo	Solano County	CA	94591
191 Depot Street	9819	Vacaville	Solano County	CA	95688
2100 Columbus Parkway	9761	Benicia	Solano County	CA	94510
300 Travis Boulevard	9371	Fairfield	Solano County	CA	94533
3340 North Texas Street	9712	Fairfield	Solano County	CA	94533
3678 Sonoma Boulevard	9832	Vallejo	Solano County	CA	94590
377 E. Monte Vista Avenue	8973	Vacaville	Solano County	CA	95688
5059 Business Center Drive	3075	Fairfield	Solano County	CA	94534
625 Elmira Road	9917	Vacaville	Solano County	CA	95687
1080 Sperry Avenue	9763	Patterson	Stanislaus County	CA	95363
1520 East F Street	3944	Oakdale	Stanislaus County	CA	95361
1621 Lander Avenue	9919	Turlock	Stanislaus County	CA	95381
1700 McHenry Avenue	9248	Modesto	Stanislaus County	CA	95350
2020 West Briggsmore Avenue, Suite C	1467	Modesto	Stanislaus County	CA	95350
2075 East Hatch Road	9874	Modesto	Stanislaus County	CA	95351
2224 Patterson Road	3079	Riverbank	Stanislaus County	CA	95367
2412 Third Street, PO Box 970	9139	Hughson	Stanislaus County	CA	95326
2601 Oakdale, Building E	9884	Modesto	Stanislaus County	CA	95355
2900 Standiford	9171	Modesto	Stanislaus County	CA	95350
3100 Geer Road	2994	Turlock	Stanislaus County	CA	95382
801 Oakdale Rd Suite F	3077	Modesto	Stanislaus County	CA	95355

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ADDRESS	STORE #	CITY	COUNTY	STATE	ZIP CODE
901 North Carpenter Road, Suite 30	9308	Modesto	Stanislaus County	CA	95351
1274 Stabler Lane	9932	Yuba City	Sutter County	CA	95993
124 Belle Mill Road	3937	Red Bluff	Tehama County	CA	96080
455 South Main Street	3937	Red Bluff	Tehama County	CA	96080
1311 South Main Street	9973	Weaverville	Trinity County	CA	96093
109 South West Street	5551	Tulare	Tulare County	CA	93274
1102 North Demaree Street	2541	Visalia	Tulare County	CA	93291
1155 West Henderson Avenue	9845	Porterville	Tulare County	CA	93257
1395 East Prosperity Avenue	9176	Tulare	Tulare County	CA	93274
1455 East Noble Avenue	9500	Visalia	Tulare County	CA	93292
2135 North Dinuba Boulevard	2711	Visalia	Tulare County	CA	93291
2175 East Bardsley Avenue	0912	Tulare	Tulare County	CA	93274
3619 West Caldwell Avenue	9271	Visalia	Tulare County	CA	93277
53 East Olive Avenue	2944	Porterville	Tulare County	CA	93257
590 West Putnam Avenue, Suite 1	4652	Porterville	Tulare County	CA	93257
800 North Westwood Street	0035	Porterville	Tulare County	CA	93257
13763 Mono Way	9208	Sonora	Tuolumne County	CA	95370
1471 West Covell Road	9282	Davis	Yolo County	CA	95616
1550 Covell Blvd.	9142	Davis	Yolo County	CA	95616
7 West Main Street	9180	Woodland	Yolo County	CA	95695
906 East Street	9691	Marysville	Yuba County	CA	95901

*Settlement Agreement Between
the United States and CVS*